



**LEGENDS VILLAGE
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

This Legends Village Master Declaration of Covenants, Conditions and Restrictions (this "Declaration") is made and executed to be effective as of the date set forth below, by Hanna/Magee L.P. #1, a Texas limited partnership ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property in Williamson County, Texas, described in Exhibit "A" that is hereby incorporated by reference for all purposes (the "Property"). The Property will be platted as Legends Village Section 2, Phase 1 and Legends Village Section 2, Phase 2, which plats will be recorded in Williamson County, Texas.

B. The purpose of this Declaration is to impose restrictions upon the Property under a uniform plan for the improvement, development and sale of the Property for the benefit of all owners of the Property in order to protect the value and desirability of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property and such other real property that may be subject to this Declaration.

NOW, THEREFORE, it is hereby declared that (i) all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof and their respective heirs, executors, legal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) each contract or deed which may hereafter be executed with regard to the Property of any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specified or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified:

1.1 Architectural Review Committee. "Architectural Review Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Articles. "Articles" shall mean the Articles of Incorporation of Legends Village Homeowners Association, Inc., a Texas non-profit corporation, which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

1.3 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.4 Association. "Association" shall mean and refer to Legends Village Homeowners Association, Inc., a Texas non-profit corporation, and its successors and assigns.

1.5 Board. "Board" shall mean the Board of Directors of the Association.

1.6 Bylaws. "Bylaws" shall mean the Bylaws of the Association to be adopted by the Board and as may be amended from time to time.

1.7 Common Areas. "Common Areas" shall mean those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Park," "Greenbelt," "Amenity Area," or "HOA Lot."

1.8 Common Properties. "Common Properties" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members including, but not limited to all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Association shall include (i) Common Areas and (ii) those areas of land deeded to the Association by Declarant or by a Homebuilder or other third party upon Declarant's request.

1.9 Control Period. "Control Period" shall mean the period of time beginning upon the effective date of this Declaration and continuing until the date the Homebuilders have completed residential dwellings upon, and sold or conveyed to third parties, all Lots within the Subdivision.

1.10 Declarant. "Declarant" shall mean Hanna/Magee L.P. #1, a Texas limited partnership, and its duly authorized representatives, successors and assigns, provided that any assignment of the rights of Declarant must comply with the provisions of this Declaration and be expressly set forth in writing. The mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

1.12 Design Guidelines. "Design Guidelines" shall mean the restrictions set forth in ARTICLE III below and the design guidelines to be adopted and modified by time to time by the Architectural Review Committee.

1.13 Developed Lot. "Developed Lot" shall mean any Lot that has been final platted, and is served by public utilities and a paved, curbed and guttered street, all of which have been accepted for use by applicable governmental entities.

1.14 Greenbelt, Park or Amenity Area. The terms "Greenbelt", "Park" and "Amenity Area" shall mean each area so designated by Declarant to be held as open space or for passive or active-recreational purposes for the benefit of all Owners.

1.15 Homebuilders. "Homebuilders" shall mean all Persons acquiring Developed Lots for the purpose of constructing residential dwellings thereon, and their successors and assigns. The initial Homebuilders are Newmark and Morrison.

1.16 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, basketball goals, playscapes, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, internet, television, and other utilities.

1.17 Legends Village Restrictions. "Legends Village Restrictions" shall mean, collectively, (i) this Declaration, which includes the Design Guidelines, together with any and all Supplemental Declarations, (ii) the Legends Village Rules, and (iii) the Articles and Bylaws from time to time in effect, as each of the foregoing may be amended from time to time.

1.18 Legends Village Rules. "Legends Village Rules" shall mean the rules and regulations adopted by the Board, as the same may be amended from time to time.

1.19 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of the Property, together with all Improvements located thereon.

1.20 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.21 Morrison. "Morrison" shall mean Morrison Homes of Texas, Inc., a Texas corporation, and its successors and permitted assigns.

1.22 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

1.23 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any mortgage or mortgages.

1.24 Newmark. "Newmark" shall mean Newmark Homes, L.P., a Texas limited partnership, and its successors and permitted assigns.

1.25 Owner. "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, including Declarant, holding a fee simple interest in all of any portion of the Property, but shall not include a Mortgagee.

1.26 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.27 Plans and Specifications. "Plan and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, all other documentation or information relevant to such Improvement, and any and all additional documentation or information called for by the Design Guidelines.

1.28 Plat. "Plat" shall mean a final subdivision plat of any portion of the Property.

1.29 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, including without limitation that certain real property described on Exhibit "A" attached hereto and incorporated herein for all purposes, and including any property annexed pursuant to Article II below from and after the date of such annexation.

1.30 Subassociation. "Subassociation" shall mean any non-profit Texas corporation or unincorporated association organized and established by Declarant, or by a Homebuilder with Declarant's approval, pursuant to or in connection with a Supplemental Declaration.

1.31 Subdivision. "Subdivision" shall mean the Legends Village project and shall refer to (i) the Property described in Exhibit "A" which has or will be subdivided and shown on one or more maps or plats of record in the Plat Records of Williamson County, Texas and/or Official Public Records of Williamson County, Texas, and (ii) such other land contiguous or near to the Property as may be brought within the scheme of this Declaration by a Supplemental Declaration and in accordance with Sections 2.1 or 2.2 below.

1.32 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add land to the Property, (ii) to subject any area of the Property to further covenants, conditions or restrictions or (iii) to withdraw land from the Property.

ARTICLE II ADDITIONS TO THE PROPERTY

2.1 Staged Subdivision. During the Control Period, Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties, so long as such properties are contiguous or near to the Property described on Exhibit "A" attached hereto. Declarant may exercise the above right of annexation without the consent or approval of any Owner except that the approval of each Homebuilder that owns Lots within the

Subdivision at the time of such proposed annexation of additional properties is required; further the approval of the owners of such additional properties is required. Furthermore, additional properties may be annexed into the Property at any time with consent of two-thirds (2/3rds) of each class of Members. As additional properties are annexed hereto, Declarant shall, with respect to such properties, record Supplemental Declarations which shall incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon the filing of a Supplemental Declaration, then and thereafter the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to all of the Property in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

ARTICLE III RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

Design Guidelines

3.1 Minimum Square Footage With Improvements. Each single-family residence constructed on the Property shall contain enclosed living area of not less than one thousand three hundred (1,300) square feet for a single-story structure, and not less than six hundred fifty (650) square feet on the ground level for a two-story structure, exclusive of porches and patios (open or covered), decks and parking facilities.

3.2 Masonry. All Improvements shall be constructed of materials of recognized standard construction quality. The following portions of the exterior wall area of all single-family residences constructed on a Lot shall not be less than one hundred percent (100%) brick, stone, or other masonry material specifically approved by the Architectural Review Committee (collectively, "Masonry"): (i) the entire front of each residence, (ii) the entire first floor of each side of each residence, and (iii) at least a two foot (2') return on each side of the second floor from the front of each residence (collectively, the "Masonry Areas"). The foregoing notwithstanding, the following are specifically excluded from the Masonry Areas and the Masonry requirements: roofs, eaves, front entry returns, soffits, windows, doors, gables,

dormers, garage doors, decorative trim, trim work and elevations where brick or stone can not be properly supported. Unless specifically approved by the Architectural Review Committee, imitation masonry products, including without limitation Hardi-plank siding, is prohibited within the Masonry Areas, but is allowed on all other exterior wall areas of the residences.

3.3 Garages. All residences shall contain an enclosed garage for not less than two, nor more than three, passenger vehicles.

3.4 Roofing. Roofing materials used on residential structures must (i) be of high grade and quality consistent with the exterior design, color and appearance of other residences constructed within the Subdivision, (ii) be composition rated at or exceeding the minimum standards required for VA/FHA financing, if any, (iii) be of "weatherwood" coloring, and (iv) be of materials approved in writing by the Architectural Review Committee. Each single-family residence shall have a roof constructed with a minimum "6/12" pitch, consisting of a minimum of six feet (6') in height for each twelve feet (12') width of the roof. The foregoing notwithstanding, any patio or porch roof covering must have a minimum of "4/12" pitch, consisting of a minimum of four feet (4') in height for each twelve feet (12') width of the patio or porch roof. Any patio or porch covers must be built out of wood framing painted to match the primary residence with "weatherwood" colored shingles that also match the primary residence. The roof pitch of any patio cover must be harmonious with the house roofline. Aluminum or vinyl patio covers are not allowed.

3.5 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, specify the materials of which any proposed fence must be constructed, specify the color and type of stain that may be applied to any fence, or require that any proposed fence be partially screened by vegetation. No portion of any fence shall exceed six feet (6') in height. No fences, walls or hedges shall be located nearer than thirty feet (30') from the front Lot line. No fence shall be erected on any Lot that is located less than five feet (5') from the front wall of the single-family residence constructed upon said Lot. No chain link, cloth or agricultural fence shall be allowed. No stain, paint or coloring shall be applied to any portion of a fence without the prior written consent of the Architectural Review Committee. Other than portions of fences that separate a Lot from a street or a Greenbelt (specifically excluding a Park or Amenity Area) area, each fence shall be a "good neighbor" fence, in which the pickets for each section of the fence (approximately eight (8) feet per section) alternately face each adjoining Lot.

3.6 Fence Maintenance. Fence maintenance shall be the responsibility of the Owner on whose Lot the fence is located, and all damage to a fence shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Declaration to maintain any fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of a perpendicular alignment with its base, or (ii) missing, loose, or damaged stone or wood rails in the fence, or (iii) symbols, writings, or other graffiti on the fence.

3.7 Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee. Anything herein to the contrary notwithstanding, in the case of single-family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of specific floor plans and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee. No Improvement shall be placed or installed as to be visible from a street or from the first floor of another residence without prior approval of the location and the Plans and Specifications of the Architectural Review Committee.

3.8 Swimming Pools, Tennis Courts, Sports Courts, Playscapes and Basketball Goals. The location and Plans and Specifications for any swimming pool, tennis court, sport court, playscape or basketball goal, and its screening or fencing, shall be subject to the approval and requirements of the Architectural Review Committee. Above ground swimming pools are prohibited. Basketball goals in the front or side of any residence are prohibited. The materials, design and construction of all pools, courts, playscapes and basketball goals shall meet standards generally accepted by the industry, shall comply with regulations of all applicable governmental entities, and shall meet all fence and setback criteria established by this Declaration and other applicable governmental regulations.

3.9 Landscaping. All landscape improvements visible from a street are subject to review by the Architectural Review Committee prior to installation. Landscaping of each Lot shall be completed within sixty (60) days (subject to extension for delays caused by inclement weather, restrictions or delays caused by governmental regulations prohibiting new planting or watering due to restricted water use) after the home construction is completed, and shall include grassed and landscaped front yards.

3.10 Burglar Bars. No bars or obstructions intended for use as burglar bars or sold as devices intended to prohibit forced entry into a residence may be placed on the exterior of a residence, including but not limited to windows and doors.

3.11 New Materials. Except with prior written approval of the Architectural Review Committee, only new materials shall be utilized in constructing any structures situated upon a Lot.

General Restrictions

3.12 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other device designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee. Any antenna which is approved by the Architectural Review Committee and which will cover more than fifteen (15) square feet of the surface area of a Lot, shall be screened from view from public

or private thoroughfares and adjacent properties. Notwithstanding any provision in this Section 3.11 to the contrary, one (1) satellite dish no greater than twenty (20) inches in diameter may be affixed to a residence located on a Lot so long as the satellite dish is not visible from the street located adjacent to the front lot line of such Lot.

3.13 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement, except drainage and public utility easements, or other interest less than the whole, all without the approval of the Architectural Review Committee.

3.14 Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view except the following:

- (i) For Sale Signs. An Owner may erect one (1) sign not exceeding 2 x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.
- (ii) Declarant's and Homebuilders' Signs. Signs or billboards may be erected on any Lot by Declarant or any Homebuilder.
- (iii) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

3.15 For Lease Signs. Signs or emblems of any kind advertising a Lot, Improvement, or residence within the Property for lease or rent are expressly prohibited and may not be kept or placed upon any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view.

3.16 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

3.17 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.18 Repair of Building. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.19 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3.20 Underground Utility Lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee; and further provided that this provision shall not apply to utilities installed along the perimeters of the Property. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

3.21 Drainage. No objects, including but not limited to buildings, fences or landscaping, shall be allowed in a drainage easement except as approved by the Architectural Control Committee.

3.22 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.23 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, Homebuilders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

3.24 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except that Declarant and the Association shall be permitted to drill and operate water wells on the Property.

3.25 Unightly Articles; Vehicles. No articles deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any public or private roadway within the Property. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

3.26 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.27 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all time. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.28 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors.

3.29 No Window Units. No window or wall type air conditioner which is visible from any street shall be permitted to be used, placed or maintained on or in any structure in any part of the Property.

3.30 Maintenance of Lawns and Planting. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as a part

of such Owner's Lot and any Greenbelt located between such Owner's Lot and a publicly dedicated roadway) cultivated, pruned, mowed, and free of trash and other unsightly material, shall install landscape irrigation systems where appropriate for the types of vegetation located on such Lot, and shall maintain all such landscape irrigation systems in good working order.

3.31 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.32 Compliance with Provisions of the Legends Village Restrictions. Each Owner shall comply strictly with the provisions of the Legends Village Restrictions as the same may be amended from time to time. Failure to comply with the Legends Village Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

3.33 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after the same has been commenced. Construction of residential improvements shall begin no later than two (2) years after ownership of the Lot has been legally conveyed by Declarant.

3.34 Rentals. Nothing in this Declaration shall prevent the rental of any entire Lot and the Improvements thereon by the Owner thereof for residential purposes.

3.35 Sidewalks. All sidewalks required by the City of Round Rock, Williamson County or any other governmental entity having jurisdiction shall be constructed in accordance with applicable City of Round Rock and/or Williamson County ordinances and regulations, on each Lot, and the Plans and Specifications for all residential buildings on each Lot shall include plans and specifications for such sidewalk, and the same shall be constructed and completed prior to occupation of the residential building. No other sidewalks shall be placed on any Lot without the approval of the Architectural Review Committee.

3.36 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

3.37 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.38 Holiday Decorations. Holiday or seasonal decorations and lighting (i) may only be displayed on a Lot in a reasonable manner, (ii) may be placed on a Lot no earlier than thirty (30) days before a holiday for which Homeowners commonly decorate outside the home, and (iii) must be removed ten (10) days after such holiday.

ARTICLE IV USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single-family residential use, or for Common Areas. Common Areas may, subject to the approval of Declarant (or after the Control Period, the Board), be improved or used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however, that, as to any specific areas, Declarant (or after the Control Period, the Board) may in its sole and absolute discretion, permit other improvements and uses. Except for Common Areas, no Lot, and no Improvement erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes. This prohibition shall not apply to "garage sales" conducted by Owners, provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days' duration during any six (6) month period, or the use of any Improvement on a Lot by Declarant or any Homebuilder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Homebuilder.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the Architectural Review Committee. Minimum yard and set-back requirements may be established by the Architectural Review Committee or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

4.3 Greenbelt or Amenity Areas. No land within any Greenbelt or Amenity Areas shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Greenbelt or Amenity Area may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion. After the Control Period, the Board shall have

the rights of Declarant set forth in this Section and may exercise same as the Board deems proper in its sole discretion, even if such right has not been expressly delegated to it by Declarant.

4.4 Recreational Improvements. Any proposed construction of recreational improvements within a Greenbelt or Amenity Area shall be subject to approval by the Architectural Review Committee.

ARTICLE V LEGENDS VILLAGE HOMEOWNERS ASSOCIATION, INC.

5.1 Organization. Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association as a non-profit corporation under the laws of the State of Texas. The Association shall be created for the purposes, charged with the duties, governed by the provisions and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation, by provisions therefore in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot. Ownership of such Lot shall be the sole qualification for Membership. Any Mortgagee who acquires title to any Lot through judicial or nonjudicial foreclosure shall become a Member of the Association upon so acquiring title. Every Member shall have the right at all reasonable times during business hours to inspect the books and records of the Association.

5.3 Voting Rights. The Association shall have two (2) classes of voting Memberships:

- (A) Class A. Class A Members shall be all Owners except Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) Class A vote be cast with respect to any Lot.
- (B) Class B. The Class B Member(s) shall be Declarant, and its successors and assigns, and shall be entitled to the sum of (i) one (1) vote for each Lot owned by Declarant plus (ii) three (3) votes for each Class A vote. The Class B membership shall cease upon expiration of the Control Period (subject to reversion back to Class B membership upon the annexation of additional land).

5.4 Powers and Authority of the Association. The Association shall have the powers of a Texas non-profit corporation subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (A) Legends Village Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Legends Village Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (C) Records. To keep books and records of the Association's affairs and to make all such books and records available for inspection by any Owner upon request and at reasonable times and intervals.
- (D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereof for the purpose of enforcing Legends Village Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to Legends Village Restrictions and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular, special and initial assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Legends Village Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Legends Village Restrictions; provided, however, that the Board shall never be

authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (G) Collection for Subassociation. To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Declaration.
- (H) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Association property for the purpose of construction, erecting, operating or maintaining the following:
 - (1) Parks, parkways or other recreational facilities or structures;
 - (2) Roads, streets, walks, driveways, trails and paths;
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (5) Any similar public, quasi-public or private improvements or facilities;

Provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Areas without complying fully with the requirements of Section 8.7 below.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

- (I) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Members hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

- (J) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Association property; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.
- (K) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws.
- (L) Construction on Association Property. To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.
- (M) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.
- (N) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.5 Maintenance and Landscape Authority. The Association shall maintain all streets and roadways within the Property that have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association shall be authorized to landscape, maintain and repair all easements, access easements, right-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. The Association shall maintain all Common Areas, including without limitation, Greenbelt, Park and Amenity Areas, and may enter into license agreements with governmental entities pursuant to which the Association may maintain public rights of way for the benefit of the Property.

5.6 Lighting. The Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain the lights within Greenbelt and Amenity Areas.

5.7 Common Properties. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (A) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in such areas; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Association by Declarant or otherwise acquired by the Association and to maintain in good repair and condition all lands, improvements, and other Association

property owned by or leased to the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

- (B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreements with Williamson County or other appropriate governmental authority.
- (C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (D) Upon the approval of two-thirds (2/3) of the Class A Owners and full compliance with the provisions of Section 8.7 below, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association.
- (E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas. Such insurance shall be in such amounts as the Board shall deem appropriate.

5.8 Fencing. If Declarant shall erect or cause to be erected a fence along any portion of the Property, or along a boundary of any Lot where a side or rear property line adjoins a Greenbelt, then the Association shall be responsible for all maintenance of such fence, including the obligation to rebuild and/or repair same when required.

5.9 Indemnification. To the full extent permitted by law, the Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person

who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

6.1 Approval of Plans and Specifications. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefore shall have been submitted to in accordance herewith and approved in writing by the Architectural Review Committee.

6.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members"), and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deem appropriate.

6.3 Actions of the Architectural Review Committee. The Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Review Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee.

6.4 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.5 Term. Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.6 Declarant's Rights of Appointment. Declarant, its successors or assigns, shall have the right to appoint and remove all Voting Members. Declarant may delegate this right to the Board by written instrument. After the Control Period, the Board shall have the right to appoint and remove all Voting Members, even if such right has not been expressly delegated to it by Declarant.

6.7 Adoption of Rules. The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

6.8 Design Guidelines. The Architectural Review Committee hereby adopts the foregoing Sections 3.1 through 3.11 of this Declaration as the "Design Guidelines". All Improvements shall be constructed in accordance with the Design Guidelines. The Architectural

Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines or as otherwise set forth in this Article VI. Any decision of the Architectural Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to an Owner.

6.9 Reviews of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required it shall consider all of the Plans and Specifications for the Improvement or proposal in question, the Design Guidelines, and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by the Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.10 Plan Review. Upon receipt by the Architectural Review Committee of all of the information required by this Article VI, it shall have thirty (30) days in which to review said plans. The proposed Improvements will be approved if, in the sole opinion of the Architectural Review Committee, (i) the Improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the Improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the Improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the Architectural Review Committee; and (v) the Improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (6 months for the construction of a complete house). In the event that the Architectural Review Committee fails to issue its written response within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the Architectural Review Committee's approval shall be deemed to have been granted without further action.

6.11 Variance. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration, any Supplemental Declaration or the Design Guidelines, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of

the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

6.12 No Waiver of Future Approvals. The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Review Committee shall not be deemed to constitute a Waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person or entity.

6.13 Work In Progress. The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.14 Address. Plans and Specifications shall be submitted to the Architectural Review Committee at 1011 N. Lamar Blvd., Austin, Texas 78703, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.15 Fees. The Architectural Review Committee shall not require a submission fee for each set of Plans and Specifications for the construction of the initial Improvements on a Lot submitted for its review. The Architectural Review Committee may establish a fee schedule for review of Plans and Specifications required under this Declaration after the construction of the initial Improvements.

6.16 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Review Committee to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Review Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Review Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

ARTICLE VII FUNDS AND ASSESSMENTS

7.1 Assessments.

- (A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Developed Lot within the Property.
- (B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Developed Lot against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. Such lien shall be prior to any declaration of homestead. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.
- (C) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

7.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any Supplemental Declaration.

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Legends Village Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Legends Village Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board, shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual Assessment per Lot for the year 2006 exceed the sum of \$100.00.

7.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Legends Village Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board.

7.5 Initial Assessments. In addition to the regular annual and special Assessments provided for above in Section 7.3 and 7.4, a one-time initial Assessment shall be due and payable to the Association immediately upon the conveyance of any Lot to a new Owner. Such initial Assessment shall be assessed and levied to provide for reasonable costs incurred by the Association and/or any Manager for the resulting change in Membership in the Association upon the conveyance of the Lot and the preparation for the new owner of information and materials relating to Membership in the Association and to the Property.

7.6 Owner's Personal Obligation for Payment of Assessments. The regular, special and initial Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by law for interest on delinquent Assessments from the due date thereof until paid (or if there is no such highest rate then at the rate of eighteen percent (18%) per annum) together with all costs and expenses of collection, including reasonable attorney's fees.

7.7 Exemptions. Notwithstanding any provision herein to the contrary, all Common Areas and Common Properties shall be exempt from the payment of any Assessment, whether regular, special or initial.

7.8 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.06 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be prior to any declaration of homestead and superior to all other liens and charges against the said Lot, except only for:

- (A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;
- (B) All liens secured by amounts due or to become due under (i) any term Contract for Sale dated and recorded, or (ii) any mortgage vendor's lien or deed of trust filed for record, prior to the date any Assessment became due and payable; and
- (C) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are

purchased from a Homebuilder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above-listed liens. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII PROPERTY RIGHTS AND EASEMENTS

8.1 Title to Common Areas. At such time or times as Declarant determines appropriate, Declarant shall identify and convey to the Association, and the Association shall accept, fee simple or easement interests in portions of the Property which shall be held by the Association as Common Area. Declarant and the Association anticipate multiple conveyances of Common Area, and the Association's obligations set forth herein with respect to Common Area shall refer only to the Common Area owned by the Association at the particular point in time. Each conveyance shall be, at Declarant's election, by special warranty deed or easement with special warranty of title, subject in either instance to all matters set forth in this Declaration, all liens securing the payment of taxes for the current and all subsequent years, and all easements, liens, rights of way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, and other rights, claims, title exceptions and other matters of any kind or nature affecting all or any of the real property interests conveyed as Common Area, whether of record in the real property records of Williamson County, Texas or apparent on the Common Area. Each such conveyance shall be made solely for the benefit of the Owners and all right, title and interest in the Common Area so conveyed shall be held by the Association solely for the use and benefit of the Owners. Any such conveyance shall be made by Declarant and accepted by the Association, "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL. WITHOUT LIMITING THE FOREGOING, DECLARANT SHALL NOT MAKE AND SPECIFICALLY SHALL NEGATE AND DISCLAIM ANY

REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE COMMON AREA, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE COMMON AREA OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE COMMON AREA, (C) THE SUITABILITY OF THE COMMON AREA FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (D) THE COMPLIANCE OF OR BY COMMON AREA OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE DISPOSAL OR EXISTENCE, IN OR ON THE COMMON AREA, OF ANY ASBESTOS, PCB EMISSIONS, HYDROCARBONS, RADON GAS, OR HAZARDOUS OR TOXIC MATERIALS, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE COMMON AREA OR MATERIALS, IF ANY, INCORPORATED INTO THE COMMON AREA, (G) THE STATE OF REPAIR OR LACK OF REPAIR OF THE COMMON AREA OR ANY IMPROVEMENTS THEREIN OR THERETO, OR (H) ANY OTHER MATTER WITH RESPECT TO THE COMMON AREA. IF THE ASSOCIATION OR ANY OWNER REQUESTS ANY INFORMATION WITH RESPECT TO THE COMMON AREA, THE ASSOCIATION OR OWNER SHALL ACKNOWLEDGE THAT SUCH INFORMATION SHALL NOT HAVE BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY DECLARANT. DECLARANT SHALL MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION, AND DECLARANT SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE COMMON AREA, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. The Association shall and hereby does agree to indemnify and hold harmless Declarant from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorney's fees) to persons or property caused by or arising out of any use or activities of the Association or any of the Owners upon or within the Common Area.

8.2 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at anytime or from time to time,

rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line.

8.3 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Review Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.4 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Review Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as approved in writing by the Architectural Review Committee.

8.5 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all Improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.6 Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Greenbelt or Amenity Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such

appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

8.7 Owners' Easements of Enjoyment of Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Association to suspend the Owner's voting rights and right to use the Common Areas for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;
- (B) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless: (1) an instrument of agreement to such dedication or transfer, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than ten (10) days and not more than sixty (60) days in advance of such action.
- (C) The right of the Association to borrow money for the purpose of improving the Common Areas and, in furtherance thereof, to mortgage the Common Areas, all in accordance with the Articles and Bylaws; No such mortgage shall be effective unless: (1) an instrument of agreement to such mortgage, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than ten (10) days and not more than sixty (60) days in advance of such action.
- (D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX MISCELLANEOUS

9.1 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until May 1, 2020, unless amended as herein provided. After May 1, 2020, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Declaration.

9.2 Nonliability of Board and Architectural Review Committee Members. Neither the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, nor shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its member or the Board or its member, as the case may be. Neither the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

(A) By Declarant. During the Control Period, this Declaration may be amended by Declarant acting alone. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Williamson County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

(B) By Owners. In addition to the method in Section 9.03(A), this Declaration may be amended by the recording in the Official Records of Williamson County, Texas of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the Owners of at least two-thirds (2/3) of the Lots.

9.4 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit operations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3) of the votes of the Association.

9.7 Exemption of Declarant. Notwithstanding any provision of this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the

control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.8 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.9 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his or her own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Legends Village Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Legends Village Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.10 Construction.

- (A) Restrictions Severable. The provisions of the Legends Village Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

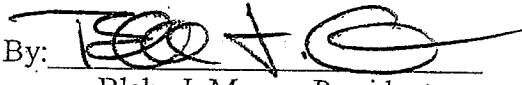
9.11 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

19th IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the
day of September, 2006.

DECLARANT:

HANNA/MAGEE L.P. #1, a Texas limited
partnership

By: Hanna/Magee GP #1, Inc., a Texas
corporation, General Partner

By: 
Blake J. Magee, President

Declarant's Address:

1011 N. Lamar Blvd.
Austin, Texas 78703

STATE OF TEXAS

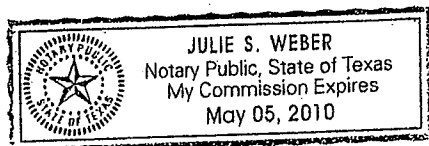
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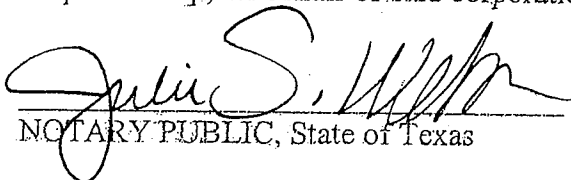
COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 19th day of September, 2006, by
BLAKE J. MAGEE, President of Hanna/Magee GP #1, Inc., a Texas corporation, general
partner of **HANNA/MAGEE L.P. #1**, a Texas limited partnership, on behalf of said corporation
and said limited partnership.




NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

Ann Vanderburg
Hurst, Savage & Vanderburg, LLP
814 W. Tenth Street
Austin, Texas 78701

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR A 91.486 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 91.284-ACRE TRACT OF LAND CONVEYED TO ROUND ROCK FINANCIAL, LTD., AS DESCRIBED IN DOCUMENT NO. 2004070272 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the northwest corner of the above mentioned Round Rock Financial, Ltd. tract, same being the southwest corner of a called 134.62-acre tract of land, called Tract 3, conveyed to Cressman Enterprises, L. P. as recorded in Document No. 2003063811 of the Official Public Records of Williamson County, Texas, same being a point in the easterly boundary line of the 74.455-acre tract of land conveyed to the State of Texas as recorded in Volume 1970, Page 515 of the Official Records of Williamson County, Texas; for the northwest corner and POINT OF BEGINNING hereof;

THENCE with the common boundary line of said Round Rock Financial, Ltd. tract and said Cressman Enterprises, L. P., Tract 3, N 88°57'29" E for a distance of 611.20 feet to a 1/2" iron rod found on an angle point in the southerly boundary line of said Cressman Enterprises, L. P., Tract 3, same being an angle point in the westerly boundary line of a called 78.41-acre tract of land, called Tract 1, conveyed to Cressman Enterprises, L. P. as recorded in Document No. 2003063811 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE with the common boundary line of said Round Rock Financial, Ltd. tract and said Cressman Enterprises, L. P., Tract 1, the following three (3) courses and distances:

- (1) S 0°53'30" W for a distance of 439.60 feet to a 1/2" iron rod found;
- (2) S 88°24'19" E for a distance of 480.93 feet to a surveyor's P.K. nail found in a rock;
- (3) S 84°19'24" E for a distance of 177.63 feet to a 1/2" iron rod found;

THENCE continuing with the common boundary line of said Round Rock Financial, Ltd. tract and said Cressman Enterprises, L. P., Tract 1, and in part with the common boundary line of said Round Rock Financial, Ltd. Tract and a called 4.728-acre tract of land conveyed to Jim Torn Etheredge as recorded in volume 927, Page 606 of the Deed Records of Williamson County, Texas, S 9°58'09" W for a distance of 1510.17 feet to a 1/2" iron rod found on the most northerly point in the boundary line of a called 15.636-acre tract of land, called Tract 2, conveyed to Legends Village, L. P. as recorded in Document No. 2001010580, and from which a 1/2" iron rod found on the southwest corner of said Etheredge tract bears S 9°58'14" W a distance of 172.62 feet;

THENCE with the common boundary line of said Round Rock Financial, Ltd. tract and said Legends Village, L. P., Tract 2, the following three (3) courses and distances:

- (1) S 32°52'39" W for a distance of 363.79 feet to a 1/2" iron rod found on a point of curvature;
- (2) With the arc of a curve to the left having a radius of 700.00 feet, a delta angle of 39°33'43", an arc length of 463.34 feet and a chord which bears S 13°05'48" W a distance of 473.80 feet to a 1/2" iron rod found at a point of tangency;

- (3) S 6°41'04" E for a distance of 191.93 feet to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on an angle point in the northerly right-of-way line of Arterial "A" as shown on the plat of Legends Village Subdivision-Section One, a plat recorded in Cabinet X, Slides 30-31 of the Plat Records of Williamson County, Texas;

THENCE with the common boundary line of said Round Rock Financial, Ltd. tract and said Legends Village Subdivision-Section One, the following three (3) courses and distances:

- (1) S 83°18'56" W for a distance of 100.00 feet to a 1/2" iron rod found;
- (2) S 37°34'56" W for a distance of 35.79 feet to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";
- (3) S 6°43'52" E for a distance of 135.72 feet to a 1/2" iron rod found on the northeast corner of the remnant portion of a called 168.9883-acre tract of land conveyed to B. J. Williams as recorded in Document No. 199944311 of the Official Public Records of Williamson County, Texas;

THENCE with the common boundary line of said Round Rock Financial, Ltd. tract and said B. J. Williams remnant tract, the following fourteen (14) courses and distances:


- (1) S 79°51'34" W for a distance of 161.56 feet to a 1/2" iron rod found;
- (2) N 61°03'44" W for a distance of 178.93 feet to a 1/2" iron rod found;
- (3) N 38°35'44" W for a distance of 255.93 feet to a 1/2" iron rod found;
- (4) N 13°56'55" W for a distance of 282.60 feet to a 1/2" iron rod found;
- (5) N 41°04'28" W for a distance of 173.63 feet to a 1/2" iron rod found;
- (6) S 61°41'16" W for a distance of 173.78 feet to a 1/2" iron rod found;
- (7) S 32°24'03" W for a distance of 162.55 feet to a 1/2" iron rod found;
- (8) S 38°42'54" W for a distance of 163.25 feet to a 1/2" iron rod found;
- (9) S 40°32'12" W for a distance of 60.73 feet to a 1/2" iron rod found;
- (10) S 32°37'42" W for a distance of 60.66 feet to a 1/2" iron rod found;
- (11) S 43°24'33" W for a distance of 83.66 feet to a 1/2" iron rod found;
- (12) S 64°19'46" W for a distance of 61.71 feet to a 1/2" iron rod found;
- (13) S 74°15'47" W for a distance of 91.69 feet to a 1/2" iron rod found;
- (14) N 85°26'56" W for a distance of 92.05 feet to a 1/2" iron rod found on an angle point in the easterly boundary line of a called 27-acre tract of land conveyed to Palm Valley Lutheran Church of Round Rock, Texas, as recorded in Volume 1049, Page 205 of the Deed Records of Williamson County, Texas;

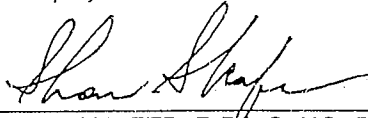
THENCE with the common boundary line of said Round Rock Financial, Ltd. tract and said Palm Valley Lutheran Church of Round Rock, Texas tract, the following four (4) courses and distances:

- (1) N 16°21'21" W for a distance of 53.29 feet to a 1/2" iron rod found;
- (2) N 9°18'39" W for a distance of 128.71 feet to a 1/2" iron rod found;
- (3) N 16°31'04" E for a distance of 130.74 feet to a 1/2" iron rod found;
- (4) N 70°37'24" W for a distance of 118.51 feet to a 1/2" iron rod found on the northwest corner of said Palm Valley Lutheran Church of Round Rock, Texas tract, same being a point in the easterly boundary line of the aforementioned 74.455-acre tract of land conveyed to the State of Texas as recorded in Volume 1970, Page 515 of the Official Records of Williamson County, Texas;

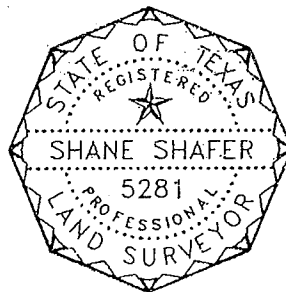
THENCE with the common boundary line of said Round Rock Financial, Ltd. tract and said State of Texas tract, the following five (5) courses and distances:

- (1) N 19°26'44" E for a distance of 206.80 feet to a 1/2" iron rod found;
- (2) N 70°33'16" W for a distance of 35.01 feet to a 1/2" iron rod found with aluminum cap marked SDHPT;
- (3) N 19°27'18" E for a distance of 1499.83 feet to a 1/2" iron rod found with aluminum cap marked SDHPT;
- (4) N 70°36'54" W for a distance of 25.00 feet to a 1/2" iron rod found with aluminum cap marked SDHPT;
- (5) N 19°27'58" E for a distance of 1053.47 feet to the POINT OF BEGINNING hereof and containing 91.486 acres of land, more or less.

 **DIAMOND SURVEYING, INC.**
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100


SHANE SHAFER, R.F.L.S. NO. 5281

6-9-05
DATE



AFTER RECORDING RETURN TO:

① Hurst Savage & Vanderburg, L.L.P.
814 W. 10th Street
Austin, Texas 78701
Attn: Ann E. Vanderburg

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006082534

Nancy E. Rister

09/22/2006 09:32 AM

PHOLTZ \$144.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS